

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

TECMA TRANSPORTATION
SERVICES, LLC

Plaintiff,

No.:

vs.

200 SOUTH PEMBERTON, LLC

Defendant.

COMPLAINT

COMES NOW Plaintiff, TECMA Transportation Services, LLC (hereinafter referred to as “TECMA”), by and through the undersigned Counsel and for its Complaint against Defendant 200 South Pemberton, LLC, (hereinafter referred to as “Pemberton” or “Defendant”) states as follows:

PARTIES

1. Plaintiff TECMA Transportation Services, LLC is a New Mexico corporation whose principal place of business is 4851 Avenida Creel, Santa Teresa, NM 88008.
2. TECMA is engaged in the arranging for and the performance of intrastate and interstate carriage for hire by authority issued to it by the Federal Motor Carrier Safety Administration (FMCSA).
3. Defendant PEMBERTON is a New Jersey corporation whose principal place of business is 200 South Pemberton Rd., Pemberton, NJ 08068.
4. Defendant Pemberton’s Registered Agent for service of process is Daniel Dadoun, whose address is 1 Cragwood Rd. Ste. 103A, South Plainfield, NJ 07080. Where service of process may be effectuated.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the instant action pursuant to 28 U.S.C. 1332 and 28 U.S.C. 1337. This matter exceeds \$75,000 in controversy exclusive of interest and costs.
6. Pursuant to 28 U.S.C. 1391(b), venue is proper in this district and division in that the parties entered into bill of lading contracts in Santa Teresa, Dona Ana County, New Mexico, and Plaintiff is a domiciled corporation in New Mexico.
7. This Court has personal jurisdiction over Defendant in that Pemberton contracted with TECMA to arrange for and perform transportation services within this District and in interstate commerce.

COUNT I
BREACH OF TRANSPORTATION CONTRACTS

8. Between November of 2021 and December of 2021, PEMBERTON contracted with TECMA to arrange for and provide the transportation of various shipments to be transported from Mexico to a work site in New Jersey.
9. Between November 2021 and December of 2021, TECMA arranged for the transportation services pursuant to bill of lading contracts. *See Appendix A.*
10. TECMA invoiced PEMBERTON for its transportation services in the total amount of \$111,460.00 *See Appendix A.*
11. PEMBERTON accepted each of TECMA'S invoices without objection or protest.
12. With respect to each of the shipments, TECMA invoiced PEMBERTON, PEMBERTON has failed to make payment, and \$111,460.00 remains due, owing, and as of yet unpaid.

13. The contract is to be construed according to the laws governing transportation and the laws of the state of New Mexico, and the non-prevailing party to any action relating to the contracts shall pay all costs, expenses, and attorney's fees.

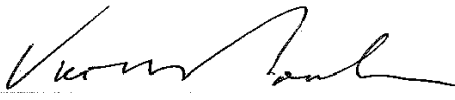
COUNT 11
UNJUST ENRICHMENT/QUANTUM MERUIT

14. Plaintiff repeats and reincorporates the allegations contained in Paragraphs 1 through 13 as though fully set forth herein.
15. As a result of the foregoing, Plaintiff TECMA provided transportation services to Defendant PEMBERTON as requested by Defendant.
16. Defendant accepted the services and was benefited by Plaintiff's services. Defendant has refused to pay Plaintiff, or the services Defendant requested, received and from which Defendant benefited. Accordingly, Defendant is liable to Plaintiff under the theories of quantum meruit and/or unjust enrichment.

WHEREFORE, TECMA Transportation Services, LLC prays to the Court for Judgment as follows:

- (1) That Judgment be entered against Defendant 200 South Pemberton, LLC and that Plaintiff TECMA Transportation Services, LLC be awarded \$111,460.00 for otherwise identified and unpaid freight charges;
- (2) That Plaintiff TECMA transportation Services, LLC have and recover its reasonable attorney's fees;
- (3) That TECMA Transportation Services, LLC be awarded pre- and post-judgment interest and costs of this suit; and
- (4) For such other and further relief as this Court may deem just and proper.

Respectfully Submitted:

By: 

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ANDREW J. CAVAZOS

State Bar No.: 150020

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